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In the Supreme Court
OF THE
United States

OCTOBER TERM, 1967

No. 447

INTERNATIONAL LONGSHOREMEN'S AND WAREHOUSEMEN'S UNION, LOCAL 12, *Petitioner,*

vs.

NATIONAL LABOR RELATIONS BOARD, *Respondent.*

PETITION FOR A WRIT OF CERTIORARI
to the United States Court of Appeals for the Ninth Circuit

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Subject Index

	Page
Opinion below	2
Jurisdiction	2
Questions presented	2
Statutes involved	3
Statement of the case	4
Reasons for granting the writ	7
I. Substantial evidence on the record considered as a whole does not support the Board's findings that respondent committed unfair labor practice	7
A. The record does not show a violation of 8(b)(1)(A)	8
B. The record does not show a violation of 8(b)(2) and there can be no order for back pay	11
II. The creation of disruption in a jointly operated dispatch hall is not an activity protected by Section 7 of the Act	13
III. The decision in this case is contrary to the decision of the Court of Appeals for the second circuit in National Labor Relations Board v. Local 2 of the United Association of Journeymen, etc., 360 F. 2d 428 (2 Cir. 1966)	15
IV. The decision in this case is in conflict with the national labor policy expressed in Section 9 of the National Labor Relations Act	17
Conclusion	20

Table of Authorities Cited

Cases	Pages
Atkinson v. Sinclair Refining Co., 370 U.S. 462 (1962)	17
C. G. Conn Ltd. v. National Labor Relations Board, 108 Fed. 2d 390 (7 Cir., 1939)	18
Filler Products Inc. v. National Labor Relations Board, 376 Fed. 2d 369, 372-373 (4 Cir., 1967)	7, 8
Iron Workers Local 433 and Darwin W. Nyman, 151 NLRB 1092 (1965)	10

Pages

Local Union No. 2 of the United Association, etc. v. Jose Rodriguez, et al., 152 NLRB 1093 (1965) 16

Local Union No. 12, United Rubber, etc., Workers and The Business League of Gadsden, 150 NLRB 312 (1964) 11, 12

National Labor Relations Board v. Illinois Bell Telephone Co., 189 Fed. 2d 124 (7 Cir., 1951) 18

National Labor Relations Board v. Lundy Mfg. Corp., 316 Fed. 2d 921 (3 Cir., 1963) 17

National Labor Relations Board v. Purity Food Stores, Inc., 376 Fed. 2d 497 (1 Cir., 1967) 8

National Labor Relations Board v. Local 2, United Assn. of Journeymen and Apprentices, Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, 360 Fed. 2d 428 (2 Cir., 1966) 3, 15, 16

National Labor Relations Board v. Tanner Motor Livery, Ltd., 349 Fed. 2d 1 (9 Cir., 1965) 3, 15, 18, 20

Pacific Maritime Assn. and John A. Mahoney, 140 NLRB 9 (1962) 8, 14

Perl Pillow Company and Int'l Union of United Brewery Workers, 152 NLRB 332 (1965) 10

The Point Reyes, 110 Fed. 2d 608 (5 Cir., 1940) 18

Progressive Mine Workers v. National Labor Relations Bd., 187 F.2d 298 (7 Cir., 1951) 13

Rives Manufacturing Corp. v. National Labor Relations Bd., 376 Fed. 2d 511 (6 Cir., 1967) 8

United Furniture Workers of America and Colonial Hardwood Flooring Company, Inc., 84 NLRB 563 (1949) 12

Universal Camera Corporation v. National Labor Relations Board, 340 U.S. 474 (1951) 7, 8, 10, 11

Statutes

28 USC, Section 1254 2

29 USC, Section 150(e) 2

National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, 29 USC 151 et seq. 3

Section 7 .....3, 13, 17, 18

Section 8(b)(1)(A) 3, 8, 10

Section 8(b)(2) 3, 11, 12

Section 9 ..... 3, 17

Section 10(b) 3, 12

Section 10(e) 3, 4, 20

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International Longshoremen's and Warehousemen's Union, Local 12, petitions for a Writ of Certiorari to review the judgment of the United States Court of Appeals for the Ninth Circuit, enforcing an order of the National Labor Relations Board directed against petitioner.

OPINION BELOW

The opinion of the Court of Appeals (R. 44-53), as modified on rehearing (R. 59), has not yet been reported. It is appended hereto as Appendix A. The Board's Decision and Order are reported at 155 NLRB 1042.

JURISDICTION

The judgment of the Court below (R. 54-57) is dated and was entered on May 9, 1967, and the petition for rehearing was denied on May 18, 1967 (R. 58-59). The judgment is appended hereto as Appendix B. The jurisdiction of this Court is conferred by 28 USC Sec. 1254 and by 29 USC Sec. 150(e).

QUESTIONS PRESENTED

The judgment below enforced an order of the National Labor Relations Board, directing petitioner to cease and desist from discriminating in the hire and tenure of employment of three named individuals and to make them whole for any loss of pay which they may have suffered by reason of the alleged discrimination.

The questions presented are:

(1) Whether substantial evidence on the record, considered as a whole, supports the Board's findings

that petitioner had committed an unfair labor practice.

(2) Whether the creation of a disruption in a dispatching hall jointly operated by an employers' association and a union is the exercise of a right guaranteed by Section 7 of the National Labor Relations Act.

(3) Whether the decision below, in its back pay aspects, conflicts with the decision of the United States Court of Appeals for the Second Circuit in *National Labor Relations Board v. Local 2 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO*, 360 F. 2d 428 (2 Cir., 1966).

(4) Whether the decision below, in refusing to give effect to the no-strike provision of the applicable collective bargaining contract, is in conflict with the earlier decision of the Court below in *National Labor Relations Board v. Tanner Motor Livery, Ltd.*, 349 F. 2d 1 (9 Cir., 1965), and with the national labor policy as expressed in Section 9 of the National Labor Relations Act.

STATUTES INVOLVED

The relevant provisions of sections 7, 8, 9 and 10 of the National Labor Relations Act, as amended, 61 Stat. 136, 73 Stat. 519, 29 USC 151, et seq., are set forth in Appendix C to this petition.

STATEMENT OF THE CASE

The Court below, exercising its jurisdiction pursuant to Section 10(e) of the National Labor Relations Act, as amended, ordered enforced a Decision and Order of the National Labor Relations Board (R. 18-31, 35-36)[1] directing petitioner to desist from engaging in an alleged unfair labor practice and ordering petitioner to make whole three named individuals for loss of wages allegedly resulting from the alleged unfair labor practice.

Petitioner is a local of the International Longshoremen's and Warehousemen's Union (which was not made a party to this proceeding). The ILWU and the Pacific Maritime Association are parties to a collective bargaining contract (U. Ex. 2), which provides that the hiring of longshoremen shall be through dispatch halls operated by joint union-employer committees (U. Ex. 2, page 64; Section 17.121). These committees are given the power to investigate and adjudicate grievances in connection with the operation of dispatch halls (U. Ex. 2, page 64; Sections 17.121 and 17.124). The collective bargaining contract also provides that *individuals* claiming to be aggrieved by the action of the parties to the contract may prosecute grievances thereunder (U. Ex. 2, pages 69-70; Sections 17.4 and 17.42), that during the life of the contract there shall be "no strike, lockout, or work stoppage" (U. Ex. 2, page 51, Section 11.1) and that

[1]References to the pleadings are designated "R." References to the stenographic transcript of the hearing are designated "Tr." References to the General Counsel's and the Union's exhibits are designated "G.C. Ex." and U. Ex.", respectively.

"the Union . . . shall be required to secure observance of this Agreement" (U. Ex. 2, page 51, Section 11.2).

The dispatching hall involved in this case is located in the little town of Coos Bay, Oregon, into which an occasional vessel calls. In addition to the registered longshoremen who serve the needs of the port, "casual men" sometimes are able to pick up an extra day or two of work. The three men involved in this case, Bernard Warnken, Lee Thomas, and Donald Wilson, are in this casual category. They had only recently come to the waterfront (Tr. 96) and had businesses of their own or other jobs on which they primarily relied (Tr. 114). They resorted to the waterfront whenever they felt like picking up a few extra dollars (Tr. 115). Unlike registered men, they had no obligation to work if they chose not to (Tr. 69).[2]

This case arose because these three casuals "didn't like the method of hiring casuals" (Tr. 36). In August of 1964, they complained to Armstrong, a working longshoreman who was the unpaid president of petitioner, that longshoremen's sons home from college on weekends were allegedly being dispatched ahead of them (Tr. 37-123). Armstrong said that he didn't know what he could do about it because dispatching was in the hands of the dispatcher, an employee of the Joint Labor Relations Committee (Tr. 38). The

[2]There apparently was great competition for the extra money *cum* freedom which this casual work provided. Thus in the fall of 1964 there were only fourteen days of such work a month to be spread out over 400 casuals (Tr. 121) and of the 274 casuals who actually applied for permits in 1964, only 16 were granted (Tr. 145).

contract makes the dispatcher the agent of, and responsible to, only the Joint Labor Relations Committee (U. Ex. 2, page 44; Section 8.23).

The three thereupon picketed the dispatch hall briefly (Tr. 39) and upon the advice of a PMA representative (Tr. 45, 47) presented a written grievance (G.C. Ex. 4) to the Joint Labor Relations Committee. As a result of a meeting with the Committee (Tr. 50), they were told to go back to work, that the picketing would not be held against them, and that the Committee would look into the matter (Tr. 51).

They returned to the hall and they were dispatched to such jobs as were available. However, apparently still dissatisfied, they sent another letter of complaint (G.C. Ex. 3). In a reply, dated September 29, 1964 (G.C. Ex. 5), they were assured that their complaints were "of grave concern"; that the Joint Labor Relations Committee had the "duty and obligation" to "guarantee" the proper operation of the dispatch hall; and that the matter was being investigated and would be taken care of. Instead of waiting for the Committee to resolve the controversy, they took self-help on October 8, 1964, in the form of causing a disruption in the dispatch hall (Tr. 170-174, 180-185).[3] Because of this the dispatcher lost his composure (Tr. 181-182)[4] and evicted them from the dispatch hall for

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[3] "Well, I was upset because they were disrupting the hiring. They were waving and saying 'Plenty of work', and they were motioning to the fellows back of the other casuals there . . . 'Go on up to the window; there's plenty of work' " (Tr. 170).

[4] "I just didn't like the idea of their disrupting the hiring procedures. It's bad enough to hire people out there when you got all those hungry faces looking at you without people rushing up to the window" (Tr. 182).

that day. They thereupon resumed picketing and stayed out of the hall, thereby making themselves unavailable for work for about a month.

While the Joint Labor Relations Committee was considering their grievance at its very next meeting, the union members were served with the unfair labor practice charges filed by the three in this case. Thereupon, although the union members insisted upon going forward with the grievance under the contract (Tr. 141, 147-148), the employer members refused to proceed any further.

The three did not file any charges against the employer and the only complaint which the General Counsel issued was against Local 12. After a hearing, the trial examiner rendered a decision adverse to petitioner and, subsequently, the Board entered its Decision and Order. The Court below ordered the enforcement thereof and this Petition for Certiorari follows.

REASONS FOR GRANTING THE WRIT

I. SUBSTANTIAL EVIDENCE ON THE RECORD CONSIDERED AS A WHOLE DOES NOT SUPPORT THE BOARD'S FINDINGS THAT RESPONDENT COMMITTED UNFAIR LABOR PRACTICE.

While the Court below purported to have read the record in the light of *Universal Camera Corporation v. National Labor Relations Board,* 340 US 474 (1951),[5] the fact is that it could not have done so,

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[5] "The substantiality of evidence must take into account whatever in the record fairly detracts from its weight." (340 US at 488). See *Filler Products Inc. v. National Labor Relations*

because the record does not support the Board's findings.

A. The record does not show a violation of 8(b)(1)(A).

Section 8(b)(1)(A) makes it an unfair labor practice for a labor organization to restrain or coerce employees in the exercise of their rights under Section 7 of the Act. That Section gives employees the right to engage, or refrain from engaging, in concerted activities for their mutual aid and protection. The record must, therefore, establish, according to the *Universal Camera* standards that, (1) the labor organization restrained or coerced employees and, (2) did so because the employees were engaged in protected concerted activities. This record does not support findings with respect to either of these two points.

First, there is no showing that Local 12 restrained or coerced any of the three charging parties, even if they be deemed to be "employees"—a dubious proposition at best in view of their casual status, supra, p. 5. After the initial picketing they returned to the hall and were dispatched. Their grievance was in the process of orderly adjudication. They were not told to stay away from the hall *until after they had created a disturbance therein.* (Compare *Pacific Maritime Association and John A. Mahoney,* 140 NLRB 9 [1962].) Thereafter, and during the second picketing, they stayed away from the hall and thereby made

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Board, 376 F. 2d 369, 372-373 (4 Cir., 1967); *National Labor Relations Board v. Purity Food Stores, Inc.,* 376 F. 2d 497, 501 (1 Cir., 1967); *Rives Manufacturing Corp. v. National Labor Relations Board,* 376 F. 2d 511, 515 (6 Cir., 1967).

themselves unavailable for work for almost a month. They returned at a slack time of the year when, the record shows, that few, if any, casuals were dispatched. The record is uncontradicted that *work dropped off significantly and substantially in the last quarter of 1964* (Tr. 155, 178). Thus the dispatcher testified without contradiction in response to questions put by the trial examiner:

> "Trial Examiner: Just a moment, please, Mr. Oldland. I want to get your best recollection of this matter and I will try to make my questions clear. In the last quarter of 1964, was there any difference with respect to work by the casuals as contrasted with the other three quarters?
> A. Yes, there was.
> Trial Examiner: And how did that go—what was the difference?
> A. Well, in the first three quarters, of course, we had—we always had a certain amount of slack times but we had upwards of 75, 100—maybe some days, 110 casuals out at different times, when we had the gangs all working; and after about the middle of August, it dropped down there and I think the average was around 20 some per day. There was day in and day out that we didn't have any out at all." (Tr. 160).

Furthermore, rather than showing that petitioner restrained and coerced the casuals, the record shows that petitioner's officers were sympathetic to their plight. Armstrong told the charging parties to go ahead and picket and acknowledged that he knew "how tough it was to be a casual" (Tr. 168). The union members of the Joint Labor Relations Commit-

tee sought to process the grievance in the face of PMA opposition.

This record therefore does not support a finding of the specific documentary motivation which is necessary to sustain a finding of an 8(b)(1)(A) violation.

In *Iron Workers Local 433 and Darwin W. Nyman*, 151 NLRB 1092 [1965], the Board said:

> "However, the issue here is not one of general fairness, but of specific discriminatory motivation in three instances. It may be that a more precise operation would even have produced different results, but in none of the incidents under scrutiny do we note such deviation from the general mode of operation that an inference of discrimination based on such deviation alone would be warranted. . . ." (at 1100).

Furthermore, the isolated character of the dispatcher's act (compare *Perl Pillow Company and International Union of United Brewery Workers*, 152 NLRB 332 [1965]) and the fact that, if anything, it was the result of a personal loss of composure (Tr. 181-182) demonstrate that no findings of specific discriminatory motivation can be made.

Second, the activity in which the charging parties were engaged at the time they were asked to leave the dispatch hall is not an activity protected by Section 7 of the Act. Independently of the fact that there is no substantial evidence, under the *Universal Camera* standard to sustain the Board's finding on this phase of the 8(b)(1)(A) charge, it is clear as a matter of law that the conduct engaged in by the charging

parties is not of a kind protected by the statute. This separate issue of law is developed in point II, infra.

B. The record does not show a violation of 8(b)(2) and there can be no order for back pay.

Section 8(b)(2) makes it an unfair labor practice for a labor organization to cause, or attempt to cause, an employer to discriminate against an employee in violation of Section 8(a)(3). Section 8(a)(3) prohibits employer discrimination against employees "to encourage or discourage membership in any labor organization". Thus in order to establish a violation of Section 8(b)(2), it is necessary that the evidence show, under *Universal Camera* standards, that, (1) the labor organization caused, or attempted to cause, an employer to discriminate against an employee for (2) the purpose of encouraging or discouraging membership in the labor organization.

There is no evidence which could conceivably support an 8(b)(2) finding. Nothing at all shows that Local 12 did encourage, or could have encouraged, PMA to violate the Act, or that PMA did so. PMA refused, on its own, to proceed with the grievance, after it learned that the charges here had been filed. The union sought to pursue the grievance but PMA, *contrary to the union's wishes,* would not do so. Certainly it cannot be spelled out from this that the union compelled PMA to do anything. Since there is no charge or complaint that PMA violated the Act, it is not seen how it can be claimed that Local 12 did so (compare *Local Union No. 12, United Rubber,*

etc., Workers and The Business League of Gadsden, 150 NLRB 312, 316 n. 4 [1964]).

There is certainly no evidence that any action was taken to encourage or discourage membership in any labor organization or that these three casuals were disadvantaged in any way because of their failure to be or to become members of the union.

Since there is no 8(b)(2) violation, there can be no order for back pay against the local union. The only provision in the Act which authorizes the Board to issue a back-pay order is found in Section 10(b):

> ". . . back pay may be required of the employer or labor organization, as the case may be, responsible for the discrimination suffered by [the employee] . . ."

"Discrimination" is used as a word of art and appears in the operative portions of the statute *only* in Section 8(b)(2). Since the record considered as a whole does not support a finding of discrimination in this statutory sense, then, even though an order of "reinstatement"[6] and to post notices might stand, a back-pay order could not.

In addition, considering the casual nature of the charging parties' employment, the Board's own observations in *United Furniture Workers of America and Colonial Hardwood Flooring Company, Inc.,* 84 NLRB 563 [1949], are pertinent:

> "An award of back pay here would be in the nature of damages to the employee for an inter-

[6] It is hard to understand to what these casual workers are to be "reinstated".

ference with his right of ingress to the plant, as contrasted with compensation to him for losses in pay suffered by him because of severance of or interference with the tenure or terms of the employment relationship between him and his employer in the ordinary case in which back pay is awarded and to which Section 10(c) of the Act has been held for many years to refer. The Act contains *no* provision authorizing the Board to require damages or back pay of a labor organization under such circumstances. Nor is there any legislative history that could impel a conclusion that such awards are authorized. We therefore find that the Board lacks power to grant the remedy requested by the Company in this case." (at 565-6; italics in original)

See also:

Progressive Mine Workers v. National Labor Relations Board, 187 F. 2d 298 [7 Cir., 1951].

II. THE CREATION OF DISRUPTION IN A JOINTLY OPERATED DISPATCH HALL IS NOT AN ACTIVITY PROTECTED BY SECTION 7 OF THE ACT.

Section 7 of the Act provides that employees shall have the right "to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall also have the right to refrain from any and all of such activities . . ."

It is not, as a matter of law, part of the rights embraced within Section 7 to cause or participate in a

disruption in a jointly operated dispatch hall, such as is revealed by this record (see page 6, notes 3 and 4, supra). In *Pacific Maritime Association and John A. Mahoney,* 140 NLRB 9 [1962], the Board dealt with a similar occurrence which had taken place in the ILWU-PMA dispatch hall in Seattle in 1957. The trial examiner found and the Board adopted his finding without change, that

> "PMA has . . . a coast wide policy of trying to maintain a peaceful waterfront and of protecting its hiring facilities from disorder, and the dispatch personnel stationed there from violence or fear of it. One may reasonably conclude that the thrust of its deregistration action against Mahoney in March 1961 was to apply that policy. Certainly, that conclusion is at least as consistent with the evidence as a belief that it had any of the ulterior motives the General Counsel attributes to it, and if that is the situation, the General Counsel has failed to carry the burden of proving his case by evidence of preponderant weight." (140 NLRB at 17-18)

Certainly, ILWU and its Local 12, the petitioner herein, are equally entitled to the same protection against disruptive activities, as was PMA in the *Mahoney* case.[7]

This must be all the more so since, at the very time the charging parties caused the disruption, Local 12 was seeking a resolution of the controversy

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[7] In the *Mahoney* case, only PMA was named as respondent; here only Local 12. But the principles of law are, it is submitted, equally applicable to both parties to the collective bargaining contract.

through the peaceful use of the grievance machinery. Compare *NLRB v. Tanner Motor Livery, Ltd.*, 349 F. 2d 1 (9 Cir., 1965) in which the Court below held that this circumstance alone required a remand of the case to the Board, not the enforcement of its order.

III. THE DECISION IN THIS CASE IS CONTRARY TO THE DECISION OF THE COURT OF APPEALS FOR THE SECOND CIRCUIT IN NATIONAL LABOR RELATIONS BOARD v. LOCAL 2 OF THE UNITED ASSOCIATION OF JOURNEYMEN, ETC., 360 F. 2d 428 (2 CIR. 1966).

In the *Local 2* case, supra, the Court of Appeals for the Second Circuit modified a Board back-pay order which did not appear to contemplate an inquiry into the length of time the employer would have kept the charging parties at work.

The Court said:

> "The right to back pay is not a punitory award for having been the victim of an unfair labor practice; it rests on the right to have had the work and presupposes the ability to do it. To award a man 'wages which he could not have earned would not be remedial but punitive' (Chairman Farmer, concurring, in Local 57, International Union of Operating Engineers, 1954, 108 NLRB 1225, 1230). See N.L.R.B. v. U. S. Truck Co., 6th Cir. 1942, 124 F. 2d 887, 889-890; N.L.R.B. v. Waterfront Employees, 9th Cir. 1954, 211 F. 2d 946, 953; N.L.R.B. v. R. K. Baking Corp., 2d Cir. 1959, 273 F. 2d 407, 411; N.L.R.B. v. Ozark Hardwood Co., 8th Cir. 1960, 282 F. 2d 1, 8; The Red River Lumber Co., 1939, 12 NLRB 79, 89-90; Empire Worsted Mills, 1943, 53 NLRB

683, 690-692 (award approved, 2d Cir. Feb. 14, 1944); Roskam Baking Co., 1964, 146 NLRB 15, 17-18; cf. N.L.R.B. v. Mastro Plastics Corp., 2d Cir. 1965, 354 F. 2d 170, 175; N.L.R.B. v. Dazzo Products Inc., 2d Cir. 1966, 358 F. 2d 136. Paragraph 2(b) of the Board's order must be modified to permit inquiry in the compliance proceeding into the length of time for which, but for the Union's activities, the four men, on the basis of their ability and other factors, would have been kept at work by Astrove." (360 F. 2d at 434.)

Here, since the men were casuals, called the tape whenever they desired, worked only if they desired and only when work was available, the order must be modified to permit inquiry into these questions as they relate to the matter of back pay, all as required by the Court of Appeal's decision in the *Local 2* case.

The Court below was of the view that the Board order in the instant case "contemplates" such an inquiry (R. 52). In fact, nothing in the order here contemplates such an inquiry and this order is indistinguishable from the one modified by the Second Circuit in the *Local 2* case. There the order required that the union "make whole [four named individuals] in the manner indicated in the remedy section of this Decision, for all losses in pay sustained by reason of their being deprived of employment by Astrove [the employer] . . .". *Local Union No. 2 of the United Association, Etc. v. Jose Rodriguez, et al.*, 152 NLRB 1093, 1115 (1965). The Second Circuit directed that that order be modified by inserting after the words "pay sustained" the words "for the length of time

for which, but for the Union's activities, the four men, *on the basis of their ability and other factors,* would have been kept at work by Astrove . . ." (360 Fed. 2d at 436; italics supplied).

The Board order contains no such limitations (R. 35, 29-30) and the refusal of the Court below to require one results in a direct conflict between the decision below and that of the Second Circuit.

IV. THE DECISION IN THIS CASE IS IN CONFLICT WITH THE NATIONAL LABOR POLICY EXPRESSED IN SECTION 9 OF THE NATIONAL LABOR RELATIONS ACT.

By virtue of Section 9 of the Act, ILWU and its Local 12, petitioner herein, were "the exclusive representatives of all the employees" using the Coos Bay Dispatching Hall. As such, petitioners had the right and duty to administer the no-strike and grievance arbitration provisions of the collective bargaining contract (supra, page 4), and to that extent legally to affect the rights guaranteed to the charging parties by Section 7 of the Act (*National Labor Relations Board v. Lundy Mfg. Corp.,* 316 Fed. 2d 921, 925 [3 Cir., 1963]), even assuming that creating a disruption in a dispatch hall is such a right (see point II, supra). Petitioner, or its parent ILWU, might well be held liable in damages for actions of the charging parties which breached those provisions of the contract. *Atkinson v. Sinclair Refining Co.,* 370 US 462 (1962).

While it is true that Section 9 gives to individual employees the right to have grievances adjusted with-

out intervention of the bargaining agent, it has been held that this right does not include the right to picket in protest against an employer's hiring policy in the face of a grievance procedure through which such issues could be raised. *National Labor Relations Board v. Tanner Motor Livery, Ltd.*, 349 Fed. 2d 1 [9 Cir., 1965].

The Court below held that the no-strike provision of the contract was not applicable because the "picketing and other activities" of the charging parties did not constitute "a strike or work stoppage against one or more employers" (R. 52). If this means that there was no violation of the no-strike clause because three individuals were not "employees" as the cases which the Court below cites all indicate,[8] then the Act is not applicable to them at all since Section 7 applies only to "employees". If the Court meant that the picketing and causing disruption (which the Court calls "other activities") at a jointly operated dispatch hall is not conduct directed against "one or more employers", it simply misread the record which demonstrates that the dispatch hall is operated jointly with the employers and is the place at which "one or more employers" obtain their labor force and is precisely the point at which a strike or work stoppage directed against employers would occur.

The Court says that the question of the availability of the grievance procedure was not properly before it.

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[8] *National Labor Relations Board v. Illinois Bell Telephone Co.*, 189 Fed. 2d 124 (7 Cir., 1951); *The Point Reyes*, 110 Fed. 2d 608 (5 Cir., 1940); and *C. G. Conn Ltd. v. National Labor Relations Board*, 108 Fed. 2d 390 (7 Cir., 1939).

because it asserts, erroneously, that the issue was not raised before the Board (R. 52-53). To the contrary, the record before the trial examiner shows that the question of grievance procedure and its exhaustion in lieu of taking other action was thoroughly covered (see e.g., Tr. 47, 50-1, 59-60, 77-8, 83 [cross-examination established the failure to exhaust available grievance machinery]; Tr. 84-5, 90-1, 103-5, 137-9, 140, 141 [petitioner took position that the three casuals were entitled to have their grievances processed under the contract]; Tr. 146-8, 150-1 [the issue of the grievance machinery was just about the only testimony from defense witnesses]). In its briefs to both the trial examiner and the Board, respondent asserted:

> ". . . instead of waiting for the Joint Labor Relations Committee procedure to resolve the controversy, they took self-help in the form of causing a disruption in the dispatching hall . . . In the meantime, the Joint Labor Relations Committee was investigating the alleged grievance . . . and while considering it at its next meeting, the union members thereof were served with the unfair labor practice charges in this very case. Thereupon, the employer members refused to proceed any further . . ."

The trial examiner's decision contains a complete discussion of this matter and shows that the issue was raised (R. 21, 23, 24). The respondent's very first exception to the trial examiner's decision was to its failure to find that respondent's president had advised the casuals "that the Joint Labor Relations Committee, not the union, had the responsibility for correcting grievances relating to dispatching" (R. 32).

Therefore, contrary to the opinion, this question was in fact presented to the agency.

In any case, the decision of the Court below in *National Labor Relations Board v. Tanner Motor Livery, Ltd.*, 349 Fed. 2d 1 (9 Cir., 1965) was not published until after September of 1965, when the exceptions to the trial examiner's report were filed and, therefore, if there was a failure initially to raise the point as sharply as it was raised after that decision, that failure is clearly excusable under the provisions of Section 10(e) of the Act.

The importance of the issue—strike and disruption against orderly use of available grievance machinery—requires resolution here since the Court below refused to deal with the problem.

CONCLUSION

For each of the foregoing reasons, the Writ of Certiorari should be granted and the judgment below reversed.

Dated, San Francisco, California,
July 20, 1967.

Respectfully submitted,
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(Appendices Follow)